

REQUEST FOR PROPOSALS (RFP)

for the Disposal of Class I Waste

RFP Number:	13-0313		Contracting Officer:	Barnett Schwar	tzman	
Proposal Due Date:	May 1, 2013		Pre-Proposal Conference Date:	March 14, 2013, 9:30 A.M. (EST)		
Proposal Due Time:	posal Due Time: 3:00 P.M. (EST)		RFP Issue Date:		February 22 nd , 2013	
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At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP. Failure to sign the proposal, or to submit the proposal by the specified time and date, may be cause for rejection of the proposal.						
NO-RESPONSE REPLY						
If any vendor does <u>not</u> want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.						
Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service						
Please remove our firm from Lake County's Vendor's List for this product / service.						
VENDOR IDENTIFICATION						
Company Name:			Phone Number:			
E-mail Address:	Address: Contact Person:					

Section 1.1: Purpose of this RFP

The purpose of this RFP is to solicit proposals from qualified companies ("Proposers") that wish to dispose of "Class I Waste" that is delivered to them by Lake County, Florida.

Please note that the capitalized words in this RFP are defined in this RFP or in the "Agreement for the Disposal of Class I Waste" that is attached hereto (see Section 5, Attachment 1, below).

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Section 1.2: Overview of this RFP and the Scope of Services

The County's residential waste (i.e., garbage, rubbish, yard trash, and bulk waste) currently is collected pursuant to exclusive franchise agreements and delivered to Covanta's waste-to-energy facility. The County's disposal agreement with Covanta will expire on June 30, 2014. The County is issuing this RFP because the County wants to competitively select the Person or Persons ("Successful Proposers") that will dispose of the County's residential waste when the existing disposal agreement expires.

The County has not yet determined where it will dispose of the County's residential waste between June 30, 2014 (i.e., when the County's contract with Covanta expires) and September 30, 2014 (i.e., when the County's existing franchise agreements expire). Consequently, the Successful Proposers will either begin to provide disposal services for the County on July 1, 2014 or October 1, 2014, as determined by the County. The new disposal Agreement shall have an initial term of seven (7) years and a renewal term of three (3) years.

The unincorporated areas of the County will be divided into three (3) districts or Service Areas. Service Area 1 contains approximately twenty-two thousand (22,000) dwelling units. Service Area 2 has approximately twenty-four thousand (24,000) dwelling units. Service Area 3 has approximately twenty thousand (20,000) dwelling units. The three (3) Service Areas are depicted on a map that is attached hereto (see Section 5, Attachment 2). The legal descriptions of the Service Areas also are attached hereto (Section 5, Attachment 3).

A RFP for the collection of residential waste (RFP No. 13-0313) will be issued at or about the same time that the County issues this RFP for the disposal of residential waste. After the County receives the proposed prices for the collection of residential waste and the proposed prices for using the available disposal facilities, the County will select the disposal facility or facilities that the County will use for the disposal of the residential waste collected pursuant to the County's new franchise agreements. The County anticipates it will select its franchised hauler(s) at or about the same time that the County selects the Successful Proposers under this RFP, and both selections are expected to occur during the summer of 2013.

The County will not enter into "put or pay" arrangement and the County will not guarantee the delivery of any minimum amount of Solid Waste to a disposal facility. However, the County will require each franchised hauler to deliver the residential waste it collects to designated disposal facilities. For example, the County will require the franchised hauler for Service Area 1 to deliver all of the garbage, rubbish, and bulk waste it collects in Service Area 1 to a designated

disposal facility, but the disposal facility used for one Service Area may be different than the disposal facility used for another Service Area. All of the yard trash collected in the three Service Areas will be delivered to the County's Central Landfill Facility.

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Under the Agreement, the Successful Proposer must guarantee that the proposed disposal facility or facilities it uses will have the capacity to handle the amount of Solid Waste delivered by the County. The amount of disposal capacity (i.e., the number of tons per year) to be guaranteed will be determined after the County determines the estimated quantity of Solid Waste that the County will direct to the disposal facility.

As previously noted, the County is issuing this RFP to solicit proposals for the disposal of residential waste and the County is issuing a separate RFP to solicit proposals for the collection of residential waste. The County would like to determine whether a Proposer will offer better prices if the Proposer is selected to provide both collection and disposal services in one or more Service Areas. Accordingly, a Proposer's response to the County's RFP for solid waste collection services (No. 13-0313) may include the Proposer's prices for both the collection and disposal of residential waste.

Section 1.3: The County's Disposal Agreement

The County has prepared an "Agreement for the Disposal of Class I Waste" ("Agreement") that is attached hereto (see Section 5, Attachment 1). There are three (3) different versions of this Agreement. Specifically, there is:

- (1) a version that should be used if the Proposer intends to use a Class I Landfill for the disposal of the County's Solid Waste (see Section 5, Attachment 1A);
- (2) a version that should be used if the Proposer intends to use a Waste-To-Energy Facility and a Class I Landfill for the disposal of the County's Solid Waste (see Section 5, Attachment 1B); and
- (3) a version that should be used if the Proposer intends to use a Transfer Station and a Class I Landfill for the disposal of the County's Solid Waste (see Section 5, Attachment 1C).

Each version of the Agreement contains a detailed description of the requirements that will be applicable to the Proposer if the Proposer is selected by the County to provide Solid Waste disposal services. Each Proposer should carefully review the version of the Agreement that is applicable to their proposal before submitting a proposal in response to this RFP. If there is a conflict between the provisions of this RFP and the Agreement, the requirements in the Agreement shall govern.

Any Person may submit questions to the County about this RFP and the Agreement, and any Person may request the County to revise this RFP and the Agreement, as described in Sections 1.4 and 1.5, below. If the County decides to revise this RFP or the Agreement, the County will issue an addendum to the RFP before the deadline for submitting proposals. The County does

not anticipate making any revisions to the Agreement after the County receives proposals. Each Proposer should assume that no changes will be made to the Agreement after the due date for submitting responses to this RFP.

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The County will not accept any proposal that is conditional or based on alternate contractual provisions. Each proposal must be based on the terms and conditions in the Agreement, without any conditions, qualifications, or alternate provisions.

After a Proposer's prices are submitted to the County in response to this RFP, the County will not entertain or accept any increase in the Proposer's prices for disposal services, unless the County requests new or additional services that are not contemplated under the Agreement. A Proposer's failure to review or understand the requirements in the Agreement shall not constitute grounds for the Proposer to receive an increase in the proposed prices. If a price increase is requested under such circumstances, it shall be denied.

If a Proposer submits a proposal and then is selected by the County, the Proposer will be required to sign the version of the Agreement that is applicable to their proposal. If a Proposer refuses to sign the Agreement after being selected by the County, the County may terminate its discussions with the Proposer, award the Agreement to a different Person, and keep the Proposer's Proposal Bond as liquidated damages.

Section 1.4: Mandatory Pre-Proposal Conference

A MANDATORY pre-proposal conference will be held on March 14, 2013 at 9:30 A.M. (E.S.T.) in the Lake County Administration Building, 315 West Main Street, Tavares, Florida. At the pre-proposal conference, representatives of the County will present a brief overview of the RFP and the Agreement. The County's representatives also will attempt to provide informal (non-binding) answers to any questions that potential Proposers may have concerning the RFP and the Agreement. If any Person wishes to receive a formal (binding) response to a question, they must submit their question to the County's designated procurement representative (see Section 1.7, below) in writing before 3:00 p.m. (E.S.T.) on March 28, 2013. Any questions received after that date and time may be rejected.

Vendors should bring their own copies of the RFP and the Agreement to the pre-proposal conference because additional copies may not be available.

Section 1.5: Changes to the RFP and Exclusive Franchise Agreement

At the pre-proposal conference, any Person may request the County to make changes to the RFP and the Agreement. The County's representatives will attempt to provide an informal (non-binding) response to any requests that are presented to the County during the pre-proposal conference. If any Person wishes to receive the County's formal (binding) response to a request for a change to the RFP or Agreement, they must submit their request to the County's designated procurement representative (see Section 1.7, below) in writing before 3:00 p.m. (E.S.T.) on March 28, 2013. Any requests received after that date and time may be rejected.

The County, in its sole discretion, shall determine whether to grant or deny a request for a change to the RFP or the Agreement. If the County decides to revise the RFP or Agreement, the County shall issue a written addendum to the RFP before the deadline for submitting proposals.

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Section 1.6: Evaluation of Proposals

The County expects to enter into the Agreement with the Proposer or Proposers that submit the best overall proposals, based on the County's determination of the County's best interests and the best overall value for the County. The County has the exclusive right to make those determinations, in its sole discretion.

Each proposal will be evaluated in light of the following criteria:

- 1. The experience and qualifications of the Proposer.
- 2. The Proposer's equipment, materials, personnel, resources, and plans for providing the services required under the Agreement.
- 3. The cost of the Proposer's services.
- 4. The Proposer's prior performance when providing similar services.
- 5. The responsiveness and completeness of the Proposer's written proposal to the instructions in this RFP.
- 6. Any other relevant information concerning the Proposer's ability to provide outstanding service, value, and other benefits that will serve the best interests of the County.

Each proposal shall be evaluated by an Evaluation Committee. The Evaluation Committee will consider each proposal in light of the criteria identified above and any other relevant information obtained by the Committee. The cost of the Proposer's services will be a significant factor when the Evaluation Committee considers the proposals, but cost will not be the sole factor or necessarily the controlling factor. The Evaluation Committee may prepare a written report to the Board of County Commissioners concerning the proposals that were received in response to this RFP. The Committee's report, if any, shall contain a qualitative assessment of the proposals. The Evaluation Committee's report also may contain recommendations and ranking, if they are deemed appropriate by the Committee. The Board of County Commissions shall, in its sole discretion, select the Proposers that are deemed to be in the County's best interests.

Section 1.7: Communications with County

Section 1.7.1: Designated Procurement Representative

Questions concerning any portion of this RFP or the Agreement, and requests to change any portion of this RFP or the Agreement, shall be submitted in writing [fax and e-mail accepted] to the below named individual, who shall be the official point of contact for this RFP. To ensure a reply, questions and requests must be submitted no later than 3:00 p.m. (E.S.T.) on March 28, 2013.

Barnett Schwartzman, Procurement Services Manager

Lake County BCC Office of Procurement Services 315 W. Main Street, Room 441 P.O. Box 7800 Tayares, FL 32778-7800

Phone: (352) 343-9839 Fax: (352) 343-9473 E-mail: bschwartzman@lakecountyfl.gov

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Statements by the County's representatives concerning the RFP and Agreement shall not be binding on the County, unless the statements are issued in writing by the County's Office of Procurement Services as an addendum to this RFP.

Section 1.7.2: Restrictions on Communications with County

From the date when this RFP is issued until the County Commission awards the exclusive franchises for the Service Areas, vendors and Proposers shall not discuss this RFP with any employee, agent, or any other representative of the County, except as authorized by the designated procurement representative. The only communications that shall be considered appropriate under this RFP are (a) documents sent from the vendor to the designated procurement representative, (b) documents distributed by the designated procurement representative, (c) oral communications with the designated procurement representative, and (d) oral communications during the pre-proposal conference.

Section 1.8: Bonding Requirements

Section 1.8.1: Proposal Bond

Each proposal must be accompanied by a proposal bond in the amount of One Hundred Thousand Dollars (\$100,000), payable to the Board of County Commissioners of Lake County, Florida. The proposal bond shall be submitted on the form that is attached hereto (see Section 5, Attachment 4). The bond also must comply with the bonding requirements set forth in Section 1.8.3, below.

Any proposal that is not accompanied by a proposal bond may be rejected by the County. All of the proposal bonds shall be returned to the Proposers within ten (10) calendar days after the County executes its Agreements with the Successful Proposers.

Section 1.8.2: Performance Bond

The County's selection of a Successful Proposer will be contingent upon the Successful Proposer delivering a Performance Bond to the County within fifteen (15) calendar days after the County provides notice of its award to the Successful Proposer. Initially, the amount of the Performance Bond shall be One Hundred Thousand Dollars (\$100,000). The Performance Bond shall be provided in the form that is attached hereto (see Section 5, Attachment 5).

If the Successful Proposer fails or refuses to submit the Performance Bond in the manner required herein, the Successful Proposer's proposal bond shall be forfeited to the County as liquidated damages, the County shall reject the Proposer's proposal, and the County shall award its franchise(s) to another Person.

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The minimum amount of the Performance Bond shall be increased before the Successful Proposer begins to receive Solid Waste from the County in 2014. The minimum amount of the Performance Bond shall be increased to Five Hundred Thousand Dollars (\$500,000) or one-half of the estimated annual payments to the Contractor under the Agreement, whichever is greater. The minimum requirements for the surety also shall become more rigorous in 2014, as described in Article 14 of the Agreement (see Section 5, Attachment 1).

Section 1.8.3: Minimum Requirements for Bonds

The following specifications shall apply to the proposal bond and the Performance Bond:

- A. The performance and proposal bond shall be issued by a surety company that is acceptable to the County, which acceptance shall not be unreasonably denied. At a minimum, the surety company shall be rated "A+" or better as to management and "FSC XV" or better as to strength by Best's Insurance Guide or Surety, and shall be listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds.
- B. The bond provisions of Section 287.0935, Florida Statutes shall apply.
- C. The surety company must have been listed for at least three consecutive years on the Treasury List, or hold a valid Certificate of Authority of at least One Million Five Hundred Thousand Dollars (\$1,500,000) and be on the current Treasury List. Surety insurers shall be listed in the latest Circular 570 of the U.S. Department of the Treasury entitled "Surety Companies Acceptable on Federal Bonds", published annually. The bond amount shall not exceed the underwriting limitations shown in this circular.
- D. Surety Bonds guaranteed through U.S. Government Small Business Administration or Contractors Training and Development Inc. will also be acceptable.
- E. In lieu of a bond, an irrevocable letter of credit or a cash bond in the form of a certified cashier's check made out to the Board of County Commissioners will be acceptable. All interest will accrue to the County as long as the funds are being held by the County.
- F. The attorney-in-fact or other officer who signs a bond for a surety company must file with such bond a certified copy of power of attorney authorizing the officer to do so. The bond must be countersigned by the surety's resident Florida agent.

Section 1.9: Reserved

Section 1.10: Delivery and Completion of the Proposer's Response to this RFP

Section 1.10.1: Delivery of the Proposer's Response

Unless a package is delivered by the Proposer in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection in the Lake County Clerk of the Circuit Court's Mail Receiving Center, which is an off-site secure controlled facility. This inspection will occur before the mail is delivered to any Lake County governmental facility or office, including the Lake County Office of Procurement Services.

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To be considered for award, a proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within this RFP. A proposal will <u>not</u> be considered for award if the proposal is received in the Office of Procurement Services after the official due date and time, regardless of when or how the proposal was received in the Lake County Clerk of Court's Mail Receiving Center. Each Proposer is solely responsible for ensuring that their proposal is delivered to the Office of Procurement Services in a timely manner, regardless of how much time is required for the transportation, delivery, and inspection of the proposal.

Each package shall be clearly marked with the applicable RFP number (RFP No. 13-0313), title (Disposal of Class I Waste), and the Proposer's name. Each proposal should be securely sealed in an opaque envelope or package to maintain the confidentiality of the proposal prior to the deadline for the submittal of proposals.

If you intend to submit your proposal IN PERSON, please bring your proposal to:

LAKE COUNTY PROCUREMENT SERVICES 315 W. MAIN STREET 4TH FLOOR, ROOM 441 TAVARES, FLORIDA

If you submit your proposal by the **UNITED STATES POSTAL SERVICE**, please mail your proposal to:

LAKE COUNTY PROCUREMENT SERVICES PO BOX 7800 TAVARES, FL 32778-7800

If you submit your proposal by a **THIRD PARTY CARRIER** (e.g., FedEx, UPS, or other private courier service), please send your proposal to:

LAKE COUNTY PROCUREMENT SERVICES MAIL RECEIVING CENTER 32400 COUNTY ROAD 473 LEESBURG, FL 34788 Proposals submitted by facsimile (fax) or electronically (e-mail) will <u>not</u> be accepted by the County.

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Section 1.10.2: Completion Requirements for Proposals

Each Proposer must seal and deliver their original proposal, and seven (7) complete copies of the proposal, to the County's Office of Procurement Services no later than the official due date and time for proposals. Any proposal received after this time will <u>not</u> be considered and will be returned unopened to the Proposer.

Each proposal shall consist of two separately bound sections. The first section will be the vendor's Technical Proposal. The second section will be the vendor's Price Proposal. Each section of the proposal shall be prepared in accordance with the following information and directions. If a proposal fails to comply with the following requirements, as determined by the County, the proposal may be rejected.

A. Economy of Presentation

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the Proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Each Proposer should concentrate on the accuracy, completeness, and clarity of their proposal.

B. Proposal Guidelines

<u>Page Size and Format</u> - Page size shall be 8.5 x 11 inches, not including foldouts. The text of the proposal shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

<u>Tables and Charts</u> - Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible, and no larger than eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and shall only be used for large tables, charts, graphs, diagrams, and schematics.

<u>Binding, Labeling, and Tabs</u> - The proposal shall be submitted in a three-ring binder or bound in a similar manner to ensure that the pages are not lost. Each section of the proposal should be labeled and identified by section tabs.

<u>Cover Page</u> - A cover sheet shall be included in the original and each copy of the proposal. The cover sheet shall clearly identify the RFP number (No. 13-0313), the RFP title (Disposal of Class I Waste), and the Proposer's name. The cover sheet shall indicate whether the proposal is the original or a copy and, if a copy, the number of the copy.

C. Technical Proposal Section:

The Technical Proposal section of the response shall be organized as follows:

Tab 1 - Proposer Profile & Required Information

- A. Provide a statement of interest and understanding of County's project
- B. Provide a firm profile and history using the County's vendor profile form (see Section 5, Attachment 6). Also include any additional information concerning the firm that you wish to provide for the County's consideration.

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- C. Identify the General Manager and the other key personnel that will be responsible for ensuring the Proposer's compliance with the requirements in the RFP and Agreement. For the General Manager and other key personnel, provide a summary or resume describing the individual's background and skills in managing similar projects. Each summary should include the following information:
 - The person's experience with similar projects.
 - The person's length of service and type of service with the Proposer.
 - The person's education and formal training.
- D. Provide the name, address, office telephone number, mobile (cell) phone number, and e-mail address for the Person that will serve as the Proposer's primary representative (i.e., point of contact) for matters related to this RFP.

Tab 2 - Proposed Approach

Provide a description of the approach and process the Proposer will use to successfully provide the services required pursuant to the Agreement. The proposal shall include a detailed description of the Solid Waste management facility or facilities that will be used for the disposal of the County's Class I Waste. At a minimum, identify or provide: (1) the name and location of each facility that will be used; (b) a description of the basic pollution control measures that are used at each facility; (c) the amount of Solid Waste that each facility is authorized to receive on a daily and annual basis; (d) a summary showing the amount of Solid Waste that each facility received during each month in 2011 and 2012; and (e) a copy of each state Solid Waste permit for each facility. The Proposer also may submit any other relevant information that will help the County evaluate the Proposer's plan for providing service to the County in compliance with the Agreement.

Tab 3 - Proof of Insurability

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can obtain the required insurance coverage. The minimum

insurance requirements are described in Section 15 of the Agreement (see Section 5, Attachment 1).

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Tab 4 - References

Provide references from up to five (5) communities that, within the last three (3) years (i.e., on or after January 1, 2010), used the same disposal facilities the Proposer will use for the disposal of the County's Solid Waste. The list of references should include at least one contact person for each of the communities identified. The references should be identified on the County's form for work references (see Section 5, Attachment 8).

Provide a list identifying all of the Proposer's solid waste disposal contracts in the State of Florida that were not renewed during the last five (5) years (i.e., January 1, 2008 or later). For each such contract, provide the name of the governmental entity, the name and telephone number of a governmental employee who is familiar with the governmental entity's decision to not renew, and a statement of the reasons why the contract was not renewed (e.g., the contract was subject to bidding and we were not the low bidder).

Tab 5 – <u>Litigation and Enforcement Proceedings</u>

Each Proposer shall identify and describe all lawsuits between the Proposer and a governmental entity within the last five (5) years (i.e., on or after January 1, 2008) concerning a solid waste disposal contract between the Proposer and the governmental entity. Identify the court where the lawsuit was filed, provide the case number, and describe the status of the case.

Each Proposer shall provide a list of all contracts with governmental entities for waste disposal services where, during the past five (5) years, the Proposer paid fines, administrative charges, liquidated damages, or similar fees that exceeded a total of Ten Thousand Dollars (\$10,000). For each contract, provide a name and telephone number, and a brief description of the events or issues that resulted in these payments.

Each Proposer shall provide a list of all cases within the last five (5) years involving written allegations or determinations by the United States Environmental Protection Agency, the Florida Department of Environmental Protection, or other federal, state or local environmental agencies that the activities at the Proposer's Solid Waste disposal facilities resulted in a violation of Environmental Law. The Contractor shall summarize the relevant allegations and describe the outcome or projected outcome of each case.

Each Proposer must identify and provide a list of all criminal convictions and indictments of the Proposer and/or its officers, managers, directors, majority shareholders, and key personnel that occurred on or after January 1, 2003.

Tab 6 - Subcontractors / Joint Ventures

Provide a list identifying each Subcontractor or joint venture arrangement with the owner or operator of a Solid Waste management facility that will be used by the Contractor to dispose of

the County's Solid Waste. Provide information demonstrating that the Subcontractor and/or joint venture has the experience, qualifications, personnel, equipment, and resources to provide the disposal services required under this RFP.

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Tab 7 - Other Information

Provide any other relevant information about the Proposer's qualifications, fitness, personnel, equipment, resources, and ability to provide Solid Waste disposal service in compliance with the requirements in this RFP and the Agreement. The Proposer may submit any relevant information that demonstrates the Proposer is offering the best overall proposal, with the best value for the County, consistent with the County's best interests.

D. Price Proposal Section:

The Price Proposal section of the response shall be organized as follows:

Tab 1 - Completed RFP Documents

All of the documents in Section 4 of this RFP shall be completed, signed, and inserted in this portion of the Price Proposal. The documents shall include all acknowledgements, certifications, and required signatures.

Tab 2 - Completed Pricing Section

- Provide the prices proposed, using the pricing tables that are attached hereto (see Section 5, Attachment 9).
- Provide the fully executed proposal bond (see Section 5, Attachment 4).

Tab 3 - Financial Stability

Each Proposer shall certify and provide a statement demonstrating that the Proposer is financially stable and has the necessary financial resources to provide the services required by the County. If a Subcontractor or a joint venture arrangement is being proposed, provide similar information for the Subcontractor and the participants in the joint venture.

Each Proposer must state whether the Proposer has been the subject of a bankruptcy proceeding within the last five (5) years (i.e., January 1, 2008 or later), and whether the Proposer is the subject of a current or anticipated bankruptcy proceeding. Each proposer should provide letters of reference from lenders, financial institutions, or others that can attest to the credit-worthiness of the Proposer.

Upon the County's request, each Proposer shall provide a financial statement to the County. A certified audit is preferred, but a financial statement prepared by an independent third party, combined with the latest Dun & Bradstreet report, will be accepted.

Tab 4 - Other Information

Provide any information that will provide insight to the County about the financial qualifications, fitness, and stability of the Proposer. This information should be succinct.

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Section 1.11: The Contractor's Qualifications

Each Proposer must demonstrate that it has the managerial, financial, and other resources necessary to perform in compliance with the requirements in the Agreement if the Proposer is selected by the County. Each Proposer may be required to verify the competency of its Subcontractors (if any).

The County reserves its right, before awarding a franchise pursuant to this RFP, to require a Proposer to provide additional evidence concerning its qualifications and the qualifications of the Proposer's Subcontractors, as the County deems necessary. The County may conduct its own investigations into such matters, and the County may consider any evidence available to the County concerning the qualifications and abilities of any Proposer.

Section 1.12: Contractor's Key Personnel

By submitting a proposal, the Proposer is representing that each one of the key persons listed in the proposal shall be available to perform the services described for the County, barring illness, accident, or other unforeseeable events of a similar nature, in which case the Proposer shall promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall offer a person with equal or higher qualifications.

Section 1.13: Omission from the Specifications

The apparent silence of the Agreement, this RFP, and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices shall suffice.

Section 1.14: Presentations and Discussions After Proposals are Submitted

- A. In its sole discretion, the County may ask one or more Proposers to make a presentation without charge, to the County concerning its proposal.
- B. The County may request any Proposer to provide additional information, and may request "best and final" offers.
- C. Proposers should <u>not</u> assume that they will be asked to make a presentation or provide a "best and final" offer. Proposers should include all pertinent and required information in their proposal because the County may select the Successful Proposers without conducting any interviews or requesting any presentations after the proposals are submitted to the County.

Section 1.15: Special Federal and State Requirements

If a contract is awarded to a Successful Proposer, the Successful Proposer shall be required to utilize the U.S. Department of Homeland Security's E-Verify system to confirm the employment eligibility of:

1) All of the successful proposer's employees that perform work under the Agreement; and

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2) All Subcontractors that perform work under the specific scope of this Agreement.

Section 1.16: The County's Exclusive Rights

The County reserves its exclusive right to determine the best interests of the County and act accordingly, even if the County's actions involve the disqualification of or other injury to a Proposer. Among other things, the County reserves the exclusive right to:

- Conduct interviews with or require presentations by any or all Proposers prior to selection.
- Request that Proposer(s) modify their proposal to more fully meet the needs of the County.
- Contact any person or agency, and conduct any investigation deemed necessary, to obtain additional information about one or more Proposers and proposals.
- Evaluate one or more proposals without further discussion, submittals, or presentations.
- Accept or reject one or more qualifications statements or proposals in part or in whole.
- Request additional information from one or more Proposers about their qualifications or proposals.
- Be the sole judge of Proposers' qualifications.
- Waive any irregularities, deficiencies, and technicalities concerning any Proposal.
- Revise the scope of the RFP.
- Award the Agreement to the Proposer whose proposal is most advantageous to and in the best interest of the County.
- Enter into negotiations for disposal services with any Proposer, or multiple Proposers, or the County's existing contractors.
- Request additional proposals.
- Reject any and all proposals.

By submitting a proposal, all Proposers acknowledge and agree that: (a) no enforceable contract arises until the County signs the Agreement; (b) no action shall lie to require the County to sign the Agreement at any time; (c) there is no obligation on the part of the County to award the Agreement to the Contractor offering the lowest prices to the County; (d) the County shall be the sole judge of the procedure used to select Successful Proposers, and the determination of which proposal is most advantageous to or in the best interests of the County; and (e) each Proposer waives all claims to damages, lost profits, costs, expenses, and attorneys' fees, if the Board decides that it will not execute the Agreement with the Proposer.

The County may reject proposals for any reason that the County deems sufficient. Among other things, the County may reject proposals: (a) if the Proposer misstates or conceals any material

fact in the proposal; (b) if the proposal does not strictly conform to the law or the requirements of the RFP; (c) if the proposal is subject to any conditions or qualifications; (d) for budgetary reasons; (e) if a change occurs that makes the RFP unnecessary or undesirable for the County; and (f) if the Board decides to extend or renegotiate its existing disposal agreements with its current contractors.

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Section 1.17: No Warranty for County Data

The data contained in the RFP, or provided by any officer or agent of the County, are presented for informational purposes only. The County makes no warranty or guarantee concerning the accuracy of any data or information set forth in this RFP or any other document. Proposers shall make no claim against the County because of any data which may prove to be erroneous in any respect. Each Proposer shall have sole responsibility for determining all of the relevant facts that may affect its Proposal.

Section 2 – Statement of Work

A detailed statement of the work required pursuant to this RFP is set forth in the "Agreement for the Disposal of Class I Waste" that is attached hereto (see Section 5, Attachment 1).

3.1 DEFINITIONS

Addenda: A written change to a solicitation.

Contract: The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: The vendor to whom award has been made.

County: Shall refer to Lake County, Florida. Modification: A written change to a contract.

Proposal: Shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: Shall refer to anyone submitting an offer in response to a Request for Proposal.

Request for Proposal (RFP): Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Solicitation: The written document requesting either bids or proposals from the marketplace.

Vendor: a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO PROPOSERS

A. Proposer Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

- Disclosure of Employment
- Disclosure of Ownership. 2.
- Drug-Free Workplace.
- W-9 and 8109 Forms The vendor must furnish these forms as required by the Internal Revenue Service.
- Social Security Number The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
- Americans with Disabilities Act (A.D.A.)
- Conflict of Interest
- Debarment Disclosure Affidavit. 8.
- Nondiscrimination
- 10. Family Leave
- Antitrust Laws By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The

Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation, whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the Proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

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D. Contents of Solicitation and Proposers' Responsibilities

The Proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the Proposer of conditions that exist or may exist will not be accepted as a basis for varying the County's requirements or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this RFP until final County action, vendors should not discuss the RFP or any part thereof with any employee, agent, or any other representative of the County except expressly authorized by the designated procurement representative.

F. Change or Withdrawal of Proposals

- 1. Prior to the scheduled due date, a Proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.
- 2. A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the requirements in this RFP and the Agreement, it is incumbent upon the vendor to identify such conflict to the designated procurement representative prior to the proposal due date. Unless otherwise provided in an addendum to this RFP, the provisions of the Agreement shall govern and control in the event of a conflict between the Agreement and the other provisions of the RFP.

H. Prompt Payment Terms

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The Proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during the proposal evaluation.

3.3 PREPARATION OF PROPOSALS

- The Pricing Section of this RFP defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal
- The proposal submitted must be legible. Proposers shall use typewriters, computers or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the proposal to be rejected.
- An authorized agent of the Proposer's firm must sign the proposal. FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.
- When there is a discrepancy between the unit prices and any

- extended prices, the unit prices will prevail.
- E. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean a Proposer or the principals thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The Proposer warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Proposer, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Proposer in preparing and submitting a proposal, or any cost or expense incurred by any Proposer prior to the execution of a purchase order or contract.

3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The Proposer should not submit any information in response to this RFP which the Proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

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3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible Proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- **B.** The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- C. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the Proposer's site or hold a pre-award qualification hearing to determine if the Proposer is capable of performing the requirements of this RFP.
- D. The Proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a Proposer that submitted a proposal under this RFP.
- E. Award of the contract resulting from this RFP may be predicated on compliance with and submittal of all required documents as stipulated in the RFP.
- F. A Proposer wishing to protest any award decision resulting from this RFP shall do so as set forth in the County's Purchasing Procedure Manual.

3.12 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

3.13 CONTRACT EXTENSION

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

3.14 WARRANTY

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.15 RESERVED

3.16 ESTIMATED QUANTITIES

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event

shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

3.17 NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

3.18 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.19 LAWS, RULES, REGULATIONS AND LICENSES

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.20 SUBCONTRACTING

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

3.21 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.22 RESPONSIBILITY AS EMPLOYER

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County, The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.23 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the Agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

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3.24 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

3.25 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.26 TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

3.27 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

3.28 RIGHT TO AUDIT

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

3.29 PUBLIC RECORDS/ COPYRIGHTS

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

3.30 GOVERNING LAWS

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.31 STATE REGISTRATION REQUIREMENTS

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (http://www.dos.state.fl.us).

3.32 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

3.33 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time.

However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

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3.34 TRUTH IN NEGOTIATION CERTIFICATE

For all agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

3.35 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

Section 4.1: Pricing

Each Proposer shall use the County's pricing tables (see Section 5, Attachment 9) to submit its proposed prices for providing disposal services in compliance with the requirements in the Agreement.

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A Proposer may provide prices for both the collection and the disposal of the County's Residential Waste, by submitting a proposal in response to the County's RFP for collection services (RFP No. 13-0313). The prices shall be based on the requirements in this RFP and Agreement, as well as the requirements in the County's RFP and agreement for the disposal of the County's solid waste.

NOTES:

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for the project (see Section 3.8).
- The vendor shall not alter or amend any of the information stated in the Pricing Section.
- Any Proposal containing a modifying or "escalator" clause not specifically authorized by the RFP and the Agreement will <u>not</u> be considered.
- All pricing submitted by a Proposer shall remain valid for 180 days. By signing and submitting a response to this RFP, the vendor acknowledges and agrees to this requirement.
- Vendors are advised to visit the County's website at http://www.lakecountyfl.gov and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.

Section 4.2: Acknowledgement of Addenda

INSTRUCTIONS: Complete Part I or Part II, whichever applies

Part I:	
•	ue for each addendum received in connection with this
RFP:	
Addendum #1, Dated:	
Addendum #2, Dated:	
Addendum #3, Dated:	
Addendum #4, Dated:	
Part II:	
1 411 11.	
No Addendum was received in connection	n with this RFP.

Section 4.3: Acknowledgement of Requirements in RFP and the Agreement

By signing and submitting a proposal in response to this RFP, the Proposer acknowledges and agrees that: (a) the Proposer has carefully read this RFP and the Agreement that is attached hereto (Section 5, Attachment 1); (b) the Proposer understands and accepts the conditions and limitations contained in the Agreement; (c) the Proposer's proposal is not contingent upon any conditions, limitations, or changes to the Agreement; (d) if selected by the County, the Proposer will promptly execute the Agreement, provide the required Performance Bond, and otherwise comply with the requirements in the Agreement; (e) the Proposer will provide all of its services under the Agreement in exchange for the payment of the fees set forth in the Proposer's pricing sheets, which are attached hereto (Section 5, Attachment 9); and (f) the Proposer has sought and received the assistance of legal counsel, as necessary, before submitting its proposal in response to this RFP.

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Section 4.4: Warranty and Certification concerning the Proposer's Legal Authority

By Signing this Proposal, the Proposer Attests and Certifies that:

- The Proposer satisfies all legal requirements (as an entity) to do business with the County.
- The Proposer acknowledges that the County's award of a contract may be contingent upon a determination by the County that the Proposer has the capacity and capability to successfully perform the work required under the Agreement.
- The Proposer certifies that it understands all of the requirements of this RFP, and that the undersigned individual is duly authorized to execute this proposal on behalf of the Proposer.

Section 4.9: Certification and Disclosure regarding Conflict of Interest

Except as listed below, no employee, officer, or agent of the Proposer has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

SECTION 4 – PRICING, CERTIFICATIONS, AND SIGNATURES

General Vendor Information and Proposal Signature: Firm Name: Street Address: Mailing Address (if different): Telephone No.: E-mail: _____ - _____ Prompt Payment Terms: _____ % ____ days, net _____ FEIN No. _____ Date: Signature: Print Name: Title: Award of Contract by the County: (Official Use Only) By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract. Vendor awarded as: Sole vendor Pre-qualified pool vendor based on price Primary vendor for items: Pre-qualified pool vendor (spot bid) Secondary vendor for items: Other status: Signature of authorized County official: Date: Printed name: Purchase Order Number assigned to this contract for billing purposes:

THE FOLLOWING DOCUMENTS ARE ATTACHED

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Attachment 1: Agreement for Disposal of Class I Waste ("Agreement")

(All agreements can be downloaded in PDF format on Lake County Procurement website)

1A: Agreement for a Landfill Facility

1B: Agreement for a Waste-To-Energy Facility

1C: Agreement for a Transfer Station

Attachment 2: Map depicting the Service Areas

Attachment 3: Legal Descriptions of the Service Areas

Attachment 4: Proposal Bond Form

Attachment 5: Performance Bond Form (provided for information only)

Attachment 6: Vendor Profile Form

(Can be downloaded in PDF format on Lake County Procurement website)

Attachment 7: Similar Projects Form

(Can be downloaded in PDF format on Lake County Procurement website)

Attachment 8: Work References Form

(Can be downloaded in PDF format on Lake County Procurement website)

Attachment 9: Pricing Tables

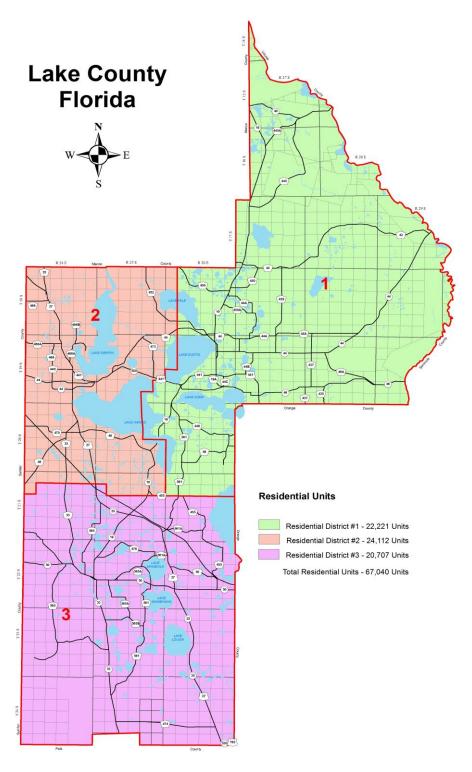
ATTACHMENT ONE: EXCLUSIVE FRANCHISE AGREEMENTS

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(Due to the size of the agreements, these documents can be downloaded in a PDF format on the Lake County Procurement Website)

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ATTACHMENT TWO: MAP DEPICTING THE SERVICE AREAS



Map Prepared May, 2012

ATTACHMENT THREE: LEGAL DESCRIPTIONS OF SERVICE AREAS

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Service Area 1:

All of Township 14 South, Range 27 East All of Township 15 South, Range 27 East All of Township 15 South, Range 28 East All of Township 16 South, Range 27 East All of Township 16 South, Range 28 East All of Township 17 South, Range 27 East All of Township 17 South, Range 28 East All of Township 17 South, Range 29 East All of Township 17 South, Range 30 East Sections 1-5, 8-17, 20-29, and 32-36, Township 18 South, Range 26 East All of Township 18 South, Range 27 East All of Township 18 South, Range 28 East All of Township 18 South, Range 29 East All of Township 18 South, Range 30 East Sections 25, 35 and 36, Township 19 South, Range 25 East Sections 1-5, 8-17, and 19-36, Township 19 South, Range 26 East All of Township 19 South, Range 27 East All of Township 19 South, Range 28 East All of Township 19 South, Range 29 East Sections 1-2, and 11-14, Township 20 South, Range 25 East All of Township 20 South, Range 26 East Sections 1-12, Township 21 South, Range 26 East Lying within Lake County, Florida

Service Area 2:

All of Township 18 South, Range 24 East
All of Township 18 South, Range 25 East
Sections 6-7, 18-19, and 30-31, Township 18 South, Range 26 East
All of Township 19 South, Range 24 East
Sections 1-24, and 26-34, Township 19 South, Range 25 East
Sections 6, 7, and 18 Township 19 South, Range 26 East
All of Township 20 South, Range 24 East
Sections 3-10 and 15-36, Township 20 South, Range 25 East
Sections 1-7, Township 21 South, Range 24 East
Sections 1-6 and 8-12, Township 21 South, Range 25 East
Lying within Lake County, Florida

Service Area 3:

Sections 8-36, Township 21 South, Range 24 East

Sections 7 and 13-36, Township 21 South, Range 25 East

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Sections 13-36, Township 21 South, Range 26 East

All of Township 22 South, Range 24 East

All of Township 22 South, Range 25 East

All of Township 22 South, Range 26 East

All of Township 23 South, Range 24 East

All of Township 23 South, Range 25 East

All of Township 23 South, Range 26 East

All of Township 24 South, Range 24 East

All of Township 24 South, Range 25 East

All of Township 24 South, Range 26 East

Lying within Lake County, Florida

ATTACHMENT FOUR: PROPOSAL BOND FORM

RFP Number: 13-0313

KNOW A	ALL MEN BY THESE PRESEN	NTS, that we	, the undersi	gned,	
		, as Principa	l, and		
as Surety	, are hereby held and firmly bou				
Florida, a	nd the Board of County Commi	ssioners, in t	the penal sur	n of One Hundre	ed Thousand Dollars
(\$100,000	0.00), for the payment of which	, well and tru	ly to be mad	le, we hereby joi	ntly and severally bind
ourselves	, and our successors and assigns	S.	S	Signed this	day of, 2013.
The cond	ition of the above obligation is	such that who	ereas the Pri	ncipal has submi	itted to Lake County
Board of	County Commissioners, a certa	in Proposal,	which is atta	ched hereto and	hereby made a part
hereof, to	enter into an "Agreement for the	ne Disposal c	of Class I Wa	aste" ("Agreeme	nt") with the County.
NOW TH	IEREFORE,				
bond shall	If said Proposal shall be accomposed in accomposed in accomposed for its faithful performance of labor or furnishing materials in compliance with the agrobligation shall be void; of expressly understood and a hereunder shall, in no event, ty, for value received, hereby all be in no way impaired or affiliation.	rdance with a of said Agree in connection the connection of the co	said Proposa ement, and fo on therewith ted by the e same shall the liability enal amount d agrees that extension of	al) and shall furn or the payment on and shall in all acceptance of soll remain in for of the Surety of this obligation at the obligations the time within	hish a performance bond of all persons performing of their respects perform said Proposal, then this oce and effect, it being for any and all claims on as herein stated.
IN WITN of them a	E Proposal, and said Surety does IESS WHEREOF, the Principal is the corporations have caused their proper officers, the day an	and the Sure	ety have here ate seals to b	eunto set their ha	ands and seals, and such
Principal	(Print Full Name):		\$	Surety (Print Ful	l Name):
By:		(L.S.)	By:		(L.S.)
Title:			Title:		
IMPORT current lis	ANT: Surety companies execut st (Circular 570 as amended) an	ing bonds mi d be authoriz	ust appear or zed to transac	the Treasury D t business in the	epartment's most e State of Florida and

have a Florida Licensed Resident Agent.

BOND NUMBER: _____

ATTACHMENT FIVE: PERFORMANCE BOND FORM (provided for information only)

RFP Number: 13-0313

PERFORMANCE BOND

CONTRACTOR (name, principal place of business, and phone number):
SURETY (name, principal place of business, and phone number):
COUNTY:
County Manager Lake County P.O. Box 7800 315 West Main Street, Suite 308 Tavares, FL 32778-7800
BOND No. Date:
Amount: Hundred Thousand Dollars (\$00,000.00)
KNOW ALL MEN BY THESE PRESENTS that we, (hereinafter "CONTRACTOR"), as Principal, and
WHEREAS, the SURETY has read all of the "Agreement for the Disposal of Class I

Waste" (hereinafter "Agreement") that is attached hereto and incorporated herein by reference, and SURETY has carefully considered the CONTRACTOR's obligations and duties under the Agreement, including but not limited to the provisions of Article 9 ("Termination and Force

ACHMENTS RFP Number: 13-0313

Majeure Events") and Article 10 ("Damages and Indemnification"); and

WHEREAS, the COUNTY'S grant of a contract to the CONTRACTOR, and the COUNTY's execution of the Agreement with the CONTRACTOR, are contingent upon the execution of this bond (hereinafter "BOND") and these presents.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the CONTRACTOR shall in all respects promptly and faithfully perform and comply with all of the terms and conditions of the Agreement, and CONTRACTOR'S obligations thereunder, then this obligation shall be void; otherwise, the BOND shall remain in full force and effect, in accordance with the Agreement and the following terms and conditions:

- 1. The SURETY, for value received, as hereby acknowledged, stipulates and agrees that no change, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the requirements for the same shall in any way affect the SURETY's obligations on the BOND, and SURETY does hereby waive notice of any change, alteration, or addition to the terms of the Agreement or to the work.
- 2. The SURETY, for value received, as hereby acknowledged, further stipulates and agrees that it will pay the COUNTY all losses, damages, expenses, costs, and attorneys' fees, including fees incurred in appellate proceedings, the COUNTY sustains because of a default by the CONTRACTOR under the Agreement; provided, however, that such payments shall not exceed the penal sum of this BOND.
- 3. The fact that the COUNTY may extend the time within which the CONTRACTOR may perform its obligations shall not release the SURETY from its obligations under this BOND, whether such extension is made after notice to the SURETY or not, and the SURETY hereby consents that the COUNTY may extend the time for the CONTRACTOR's performance, without providing notice to the SURETY.
- 4. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the COUNTY shall promptly give notice of such default to the SURETY in writing by certified mail, return receipt requested, addressed to the SURETY at its principal place of business, as identified above.
- 5. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall have the right to complete the work or performance on behalf of the CONTRACTOR, and for that purpose shall have all of the rights of the CONTRACTOR under the Agreement for the completion of performance.
- 6. In the event that the CONTRACTOR defaults in the performance of any of the terms, covenants, or conditions of the Agreement, the SURETY shall remedy the default or otherwise satisfy its obligations under this BOND.
- 7. In the event there is a failure to perform the conditions of this obligation, the COUNTY may bring any and all actions, suits, or proceedings, or otherwise take such steps as it

deems appropriate, to enforce the obligation of the SURETY, and the COUNTY may do so without joining the CONTRACTOR in any such actions, suits, or proceedings. Thereafter, whether judgment is obtained against the SURETY or not, successive actions can be brought against the CONTRACTOR, and this BOND shall remain a continuing obligation on the part of the SURETY and the CONTRACTOR until the conditions of this BOND have been fully performed, including the resolution of third party lawsuits.

- 8. It is understood and agreed that the obligation of the CONTRACTOR under this BOND continues from day to day until paid, and a new cause of action arises thereon daily with the result that the statute of limitations of the State of Florida does not run against the entire claim. The obligation of the SURETY under this BOND, therefore, continues in this manner, and no action, suit, or proceeding against the CONTRACTOR or the SURETY hereunder shall be barred, except under such conditions as would bar it under the said statute of limitations.
- 9. Any proceeding, legal or equitable, under this BOND shall be instituted only in a state or federal court of competent jurisdiction in or for Lake County, Florida, and shall be instituted within the statute of limitations after the CONTRACTOR's default or within the statute of limitations after the SURETY refuses or fails to perform its obligations under this BOND, whichever occurs later. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the State of Florida shall be applicable.
- 10. Notices to the SURETY, the COUNTY, and the CONTRACTOR shall be mailed or delivered to the addresses shown above.
- 11. The SURETY represents and warrants to the COUNTY that it has a rating of "A+" or better as to management and "FSC XV" or better as to strength by Best's Insurance Guide or Surety; (b) it is listed on the U.S. Treasury Department's list of acceptable sureties for federal bonds; (c) it has been in business continuously for at least five years; and (d) it will not cancel or alter this BOND without providing at least 30 days advance notice to the COUNTY.

FRANCHISEE AS PRINCIPAL Company: (Corporate Seal)	SURETY Company: (Corporate Seal)
Signature	Signature
Print Name	Print Name
Title	Title
Date	Date
Witnesses:	
Signature	Signature
Print Name	Print Name
Signature	Signature
Print Name	Print Name
FLORIDA RESIDENT AGENT FOR SURETY	
Print Name	
Address	
Phone	Fax

ATTACHMENT SIX: VENDOR PROFILE FORM

1. Proposer's Name & Address:		1d. Licensed to do business in the State of Florida? Yes No		
		1e. Name, Title, Office Telephone Number, Mobile Phone Number, and e-mail address of Person to Contact		
		46 Address of office to manfarms would if different from Itana		
1a.	FEIN #	1f. Address of office to perform work, if different from Item 1		
1b.	Year Firm was established			
1c.	Are you a "Not for Profit" 501(c)(3) organization?			
	Yes No			
If yo	ou answered yes, please provide proof.			
2.	Please list the key personnel that your firm will cokey person.	ommit to the County's work and attach a resume for each		
3.	The foregoing is correct and accurate in all respec	ts.		
	Signature:	Date:		
	(Typed or Printed Name)	(Title)		

ATTACHMENT SEVEN: SIMILAR PROJECTS FORM

RFP Number: 13-0313

Work by Proposer which best illustrates the Proposer's qualifications relevant to the County's work. List no more than ten (10) projects. (This form may be reproduced.)

Community Name, Address & Location:	Contact Person:
	<u>Title</u> :
	<u>Telephone Number</u> :
Scope of Project: Describe the type of work performed by the	Dunnagan the size of the community and
	e Proposer, the size of the community, and
relevant features.	
Firm's personnel (name/project assignment) that worked on th	e stated project and will be assigned to the
County's project:	
County's project.	

ATTACHMENT EIGHT: WORK REFERENCES FORM

Name of City or County	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	
Name of City or County	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	
Name of City or County	
Address	
City,State,ZIP	
Contact Person	
Telephone	
Date(s) of Service	
Type of Service	
Comments:	

ATTACHMENT NINE: PRICING TABLES

RFP Number: 13-0313

Pricing Sheet 1 (below) should be used to provide the Proposer's prices for the disposal of the County's garbage, rubbish, and bulk waste (collectively, "MSW"). The Proposer's prices should not include the disposal of the County's yard trash because the yard trash will be taken to the County's Central Landfill Facility. A Proposer should complete Option 1 (below) when the Proposer provides the prices that the Proposer will charge if the County directs the Solid Waste from one Service Area to the Contractor's Disposal Facility. Option 2 should be completed if the Contractor will provide a lower price in exchange for receiving the County's Solid Waste from two Service Areas. Option 3 should be completed if the Contractor will provide a lower price in exchange for receiving the County's Solid Waste from all three Service Areas (entire unincorporated county).

The estimated tonnages identified in Pricing Sheet 1 are not guaranteed or minimum values.

The Proposer's prices shall be stated in U.S. dollars per Ton.

Pricing Sheet #1:

- Option 1: 1 Service Area MSW (estimated 23,000 Tons per year)
- \$_____ per Ton

- Option 2: 2 Service Areas MSW (estimated 46,000 Tons per year)
- per Ton

- Option 3: 3 Service Areas MSW (estimated 69,000 Tons per year)
- per Ton